

***HAWKS POINT  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Board Package***

***Board of Supervisors  
Regular Meeting***

***Tuesday  
April 16, 2019  
6:30 p.m.***

***Hawks Point Clubhouse  
1223 Oak Pond Street  
Ruskin, Florida***

***Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.***

# Hawks Point Community Development District

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Board of Supervisors  
**Hawks Point Community  
Development District**

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Hawks Point CDD is scheduled for **Tuesday, April 16, 2019 at 6:30 p.m.** at the Hawks Point Clubhouse, 1223 Oak Pond Street, Ruskin, Florida.

*The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration.* Any additional support material will be either distributed under separate cover or presented at the meeting.

The balance of the agenda is routine in nature and staff will present their reports at the meeting. If you have any questions, please contact me.

Sincerely,

Ray Lotito  
District Manager

Cc: Attorney  
Engineer  
District Records

**EXHIBIT 1.**

( Under Separate Cover)

**EXHIBIT 2.**

(Under Separate Cover)

**EXHIBIT 3.**

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**MINUTES OF MEETING  
HAWKS POINT  
COMMUNITY DEVELOPMENT DISTRICT**

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The Regular Meeting of the Board of Supervisors of the Hawks Point Community Development District was held on Tuesday, March 19, 2019 at 6:30 p.m. at the Hawks Point Clubhouse, 1223 Oak Pond Street, Ruskin, FL 33570.

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**FIRST ORDER OF BUSINESS – Roll Call**

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Mr. Lotito called the meeting to order and conducted roll call.

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Present and constituting a quorum were:

|                  |                                       |
|------------------|---------------------------------------|
| Chantel Copeland | Board Supervisor, Chairwoman          |
| Sherri Keene     | Board Supervisor, Vice Chairwoman     |
| William Hathaway | Board Supervisor, Assistant Secretary |
| Karen O'Brien    | Board Supervisor, Assistant Secretary |
| Andrew Heron     | Board Supervisor, Assistant Secretary |

Also present were:

|                  |  |
|------------------|--|
| Raymond Lotito   | District Manager, DPFM Management & Consulting LLC |
| Anthony Issacson | Stantec Consulting Services, Inc.                  |
| Vivek Babbar     | District Counsel, Straley Robin Vericker           |

*The following is a summary of the discussions and actions taken at the March 19, 2019 Hawks Point CDD Board of Supervisors meeting.*

**SECOND ORDER OF BUSINESS – Audience Comments (Comments are Limited to 3 Minutes)**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS – Landscape & Pond Maintenance**

A. Exhibit 1: LMP Landscape & Irrigation Monthly Report

No Report

B. Exhibit 2: Pond Maintenance Report-Stantec

Mr. Issacson stated that discoloration of the improving pond is to be temporarily expected as part of treatment to remove the cattails and other unwanted detritus of the pond.

Mr. Issacson discussed the Stantec Report wherein the bodies of water in Hawks Point show marked improvement outside of one issue: the invasive & exotic vegetation that has cropped up in Hawks Point. Mr. Issacson quoted an estimated cost of \$10,500.00 annually for quarterly maintenance and spot treatment in order to address this issue. Discussion ensued.

**FOURTH ORDER OF BUSINESS – Administrative Matters**

A. Exhibit 3: Consideration and Approval of Minutes February 19, 2019 Meeting

On a MOTION by Mr. Heron, SECONDED by Ms. O'Brien, WITH ALL IN FAVOR, the Board approved the minutes of the Board of Supervisors regular meeting held on **February 19, 2019** for the Hawks Point Community Development District.

B. Exhibit 4: Acceptance of the Unaudited January 2019 Financial Statements

43 On a MOTION by Mr. Heron, SECONDED by Mr. Hathaway, WITH ALL IN FAVOR, the Board  
44 approved the **January 2019** Unaudited Financial Statements for the Hawks Point Community  
45 Development District.

46 C. Exhibit 5: Ratification of Jayman Enterprises, LLC Invoice #738 – Replace 4 bulbs, tighten down  
47 fixtures and repair as necessary - \$230.00

48 On a MOTION by Ms. Copeland, SECONDED by Ms. O'Brien, WITH ALL IN FAVOR, the Board  
49 approved the motion to ratify Jayman Enterprises, LLC Invoice #738 to the cost of \$230.00 for the Hawks  
50 Point Community Development District.

51  
52 **FIFTH ORDER OF BUSINESS – Business Matters**

53 A. New Business

54 Due to the necessity of requesting a new cost estimate that includes addressing the exterior wall  
55 and exterior facing fences of Hawks Point, budgetary limits, and the necessity of determining if the  
56 improvements listed below can be feasibly covered post six month projected costs, all line items listed  
57 below (Exhibit 6 through 11) have been tabled until the next Board of Supervisor's meeting concerning  
58 the budget.

59 1. Exhibit 6: Consideration of Proposal No. 365 – Jayman Enterprises – Pressure Wash  
60 Interior/Exterior of Wall East of 24th Street along 19th Street - \$2,400.00

61 2. Exhibit 7: Consideration of Proposal No. 366 – Jayman Enterprises – Paint Subdivision Signs  
62 and Pillars (7 total) - \$2,800.00

63 3. Exhibit 8: Consideration of Proposal No. 367 – Jayman Enterprises – Pressure Wash, Prep and  
64 Paint Community Wall East of 24th Street along 19th Street - \$33,600.00

65 4. Exhibit 9: Consideration of Proposal No. 439 – Jayman Enterprises – Pressure Wash  
66 Interior/Exterior of Concrete Wall - \$6,150 Option to Pressure Wash Exterior Street Side Only  
67 - \$3,075.00

68 5. Exhibit 10: Consideration of Proposal No. 440 – Jayman Enterprises

69 • Pressure Wash Exterior CDD Side of Vinyl Fence along 24th Street - \$1,275.00

70 • Pressure Wash Exterior CDD Side of Vinyl Fence along 11th Avenue - \$1,140.00

71 • Pressure Wash Exterior CDD Sited of Vinyl Fence along 18th Avenue - \$1,140.00

72 • Pressure Wash Exterior CDD Side of Vinyl Fence From the Corner of 24th Street to East  
73 end of Homes - \$1,170.00

74 6. Exhibit 11: Consideration of Proposal No. 441 Jayman Enterprises – Pressure Wash, Prep and  
75 Paint Community Wall along 19th Street - \$75,850.00

76 B. Old Business

77 1. Exhibit 12: Update on HOA South Coast Greenway Trail Follow-Up  
78

79 **SIXTH ORDER OF BUSINESS – Staff Reports**

80 A. District Manager

81 1. Update on TECO Street Light Project

82 Mr. Lotito confirmed that the TECO Street Light Project is projected to be started and finished  
83 between Mid-April to May of this year.

84 2. Exhibit 13: Inspection Report

85 B. District Counsel

86 1. Discussion of Assessment Program

87 Mr. Babbar advised the Board concerning the details of various assessment programs, primarily  
88 the special assessment program previously of interest to the Board. As stated by Mr. Babbar, a special  
89 assessment is ill advised considering that it would be a temporary relief for budgetary concerns that are  
90 guaranteed to last far beyond the limits of a special assessment program. Up for consideration is the  
91 formation of a preliminary high water mark budget, a reduction of line items based on the Board & the  
92 public's opinion/assessment, a routine operation & maintenance assessment for the preliminary budget,  
93 and the usage of this finely tuned budget as the baseline established budget for the community henceforth  
94 for the years to come.

95 Additionally, Mr. Babbar notified the Board of the potential increase in costs towards developing  
96 an ADA compliant Hawks Point CDD website, which is estimated to cost between \$3,000.00 to  
97 \$6,000.00 dollars total annually. Additional information concerning the ADA compliant website, and its  
98 potentially increased cost, is slated to arrive in late March of 2019.

99 C. District Engineer

100 There being none, the next item followed.

101

102 **SEVENTH ORDER OF BUSINESS – Public Comments (Comments are Limited to 3 Minutes)**

103 There being none, the next item followed.

104

105 **EIGHTH ORDER OF BUSINESS – Supervisor Requests**

106 While the Board discussed previous agenda items and the affordability of various requests, Mr.  
107 Hathaway suggested that cleaning and painting the fences should be prioritized due to its lower cost and  
108 higher rate of returns to the community. Ms. Keene suggested the maintenance of the monuments and  
109 wells as a possibility for improvement. In response to the discussion of various requests of the Board, Mr.  
110 Lotito suggested they formulate a wish list before the next Board of Supervisor's meeting as a means of  
111 prioritizing CDD concerns outside of what's affordable at the moment. Discussion ensued.

112

113 **NINTH ORDER OF BUSINESS – Adjournment**

114 Mr. Lotito asked for final questions, comments, or corrections before adjourning the meeting.  
115 There being none, Ms. Copeland made a motion to adjourn the meeting.

116 On a MOTION by Ms. Copeland, SECONDED by Ms. Keene, WITH ALL IN FAVOR, the Board  
117 adjourned the meeting for the Hawks Point Community Development District.

118 *\*Each person who decides to appeal any decision made by the Board with respect to any matter*  
119 *considered at the meeting is advised that person may need to ensure that a verbatim record of the*  
120 *proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

121

122 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
123 **meeting held on \_\_\_\_\_.**

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**Signature**

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**Signature**

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**Printed Name**

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**Printed Name**

126

127 **Title:**  **Secretary**     **Assistant Secretary**

**Title:**  **Chairman**     **Vice Chairman**

**EXHIBIT 4.**

# Hawks Point Community Development District

Financial Statements  
(Unaudited)

Period Ending  
February 28, 2019

**Hawks Point CDD**  
**Balance Sheet**  
**February 28, 2019**

|   | <b>GENERAL<br/>FUND</b> | <b>DEBT<br/>SERVICE<br/>SERIES 2017</b> | <b>CONSOLIDATED<br/>TOTAL</b> |
|---|-------------------------|---|-------------------------------|
| 1 <b><u>ASSETS:</u></b>                       |                         |   |                               |
| 2   |                         |   |                               |
| 3 CASH  | \$ 45,398               | \$ -                                    | \$ 45,398                     |
| 4 MMK   | 383,910                 | -                                       | 383,910                       |
| 5 INVESTMENTS:                                |                         |   |                               |
| 6 REVENUE FUND                                | -                       | 551,870                                 | 551,870                       |
| 7 INTEREST FUNDS                              | -                       | 195                                     | 195                           |
| 11 RESERVE                                    | -                       | 261,164                                 | 261,164                       |
| 12 ACCOUNTS RECEIVABLE                        | 2,397                   | -                                       | 2,397                         |
| 13 ASSESSMENTS RECEIVABLE                     | 5,028                   | 7,599                                   | 12,627                        |
| 14 DUE FROM GF                                | -                       | 4,905                                   | 4,905                         |
| 15 PREPAID ITEMS                              | -                       | -                                       | -                             |
| 16 DEPOSITS                                   | 450                     | -                                       | 450                           |
| 17 <b>TOTAL ASSETS</b>                        | <b>\$ 437,183</b>       | <b>\$ 825,733</b>                       | <b>\$ 1,262,916</b>           |
| 18  |                         |   |                               |
| 19 <b><u>LIABILITIES:</u></b>                 |                         |   |                               |
| 20  |                         |   |                               |
| 21 ACCOUNTS PAYABLE                           | \$ 4,783                | \$ -                                    | \$ 4,783                      |
| 22 DUE TO DEBT SERVICE SERIES 2017            | 4,905                   | -                                       | 4,905                         |
| 24 DEFERRED REVENUE                           | 5,028                   | 7,599                                   | 12,627                        |
| 26  |                         |   |                               |
| 27 <b><u>FUND EQUITY:</u></b>                 |                         |   |                               |
| 28  |                         |   |                               |
| 29 RESTRICTED FOR:                            |                         |   |                               |
| 30 DEBT SERVICE                               | -                       | 818,134                                 | 818,134                       |
| 32 ASSIGNED: 1 QTR OPER                       | 84,491                  | -                                       | 84,491                        |
| 33 ASSIGNED: FY 2018 INC. IN RESERVES         | 22,000                  | -                                       | 22,000                        |
| 34 ASSIGNED: FY 2019 INC. IN RESERVES         | 22,500                  | -                                       | 22,500                        |
| 35 UNASSIGNED:                                | 293,476                 | -                                       | 293,476                       |
| 36  |                         |   |                               |
| 37 <b>TOTAL LIABILITIES &amp; FUND EQUITY</b> | <b>\$ 437,183</b>       | <b>\$ 825,733</b>                       | <b>\$ 1,262,916</b>           |

**Hawk's Point**  
**General Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2018 through February 28, 2019**  
**Preliminary**

|   | FY2019<br>ADOPTED<br>BUDGET | BUDGET<br>YEAR-TO-DATE | ACTUAL<br>YEAR-TO-DATE | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) |
|---|-----------------------------|------------------------|------------------------|--|
| 1 <b>REVENUE</b>                              |                             |                        |                        |  |
| 2   |                             |                        |                        |  |
| 3 ASSESSMENT ON ROLL (NET)                    | \$ 348,932                  | \$ 279,146             | \$ 343,976             | \$ 64,830                              |
| 4 ASSESSMENT ON ROLL EXCESS FEES              | -                           | -                      | -                      | -                                      |
| 5 INTEREST REVENUE                            | -                           | -                      | 2,358                  | 2,358                                  |
| 6 MISCELLANEOUS REVENUE                       | -                           | -                      | -                      | -                                      |
| 7 FUND BALANCE FORWARD                        | 12,165                      | -                      | -                      | -                                      |
| 8 <b>TOTAL REVENUE</b>                        | <b>361,097</b>              | <b>279,146</b>         | <b>346,333</b>         | <b>67,188</b>                          |
| 9   |                             |                        |                        |  |
| 10 <b>EXPENDITURES</b>                        |                             |                        |                        |  |
| 11  |                             |                        |                        |  |
| 12 <b>ADMINISTRATIVE</b>                      |                             |                        |                        |  |
| 13 BOARD OF SUPERVISORS                       | 12,000                      | 5,000                  | 4,739                  | 261                                    |
| 14 PAYROLL TAXES                              | 918                         | 383                    | 306                    | 77                                     |
| 15 PAYROLL SERVICE FEE                        | 785                         | 327                    | 299                    | 28                                     |
| 16 MANAGEMENT CONSULTING SERVICES             | 40,000                      | 16,667                 | 16,667                 | -                                      |
| 17 GENERAL ADMINISTRATIVE                     | 4,800                       | 2,000                  | 2,000                  | -                                      |
| 18 MISCELLANEOUS (CHECKS & MASS MAILING)      | 500                         | 208                    | 20                     | 188                                    |
| 19 AUDITING                                   | 2,950                       | -                      | -                      | -                                      |
| 20 COUNTY-ASSESSMENT COLLECTION FEES          | -                           | -                      | -                      | -                                      |
| 21 REGULATORY AND PERMIT FEES                 | 175                         | 175                    | 175                    | -                                      |
| 22 LEGAL ADVERTISEMENTS                       | 1,500                       | 625                    | -                      | 625                                    |
| 23 ENGINEERING SERVICES                       | 5,000                       | 2,083                  | 1,230                  | 853                                    |
| 24 LEGAL SERVICES - GENERAL                   | 7,500                       | 3,125                  | 4,145                  | (1,020)                                |
| 25 WEBSITE ADMINISTRATION                     | 960                         | 400                    | 400                    | -                                      |
| 26 <b>TOTAL ADMINISTRATIVE</b>                | <b>77,088</b>               | <b>30,993</b>          | <b>29,981</b>          | <b>1,012</b>                           |
| 27  |                             |                        |                        |  |
| 28 <b>INSURANCE</b>                           |                             |                        |                        |  |
| 29 INSURANCE (Liability, Property & Casualty) | 6,356                       | 6,356                  | 5,500                  | 856                                    |
| 30 <b>TOTAL INSURANCE</b>                     | <b>6,356</b>                | <b>6,356</b>           | <b>5,500</b>           | <b>856</b>                             |
| 31  |                             |                        |                        |  |
| 32 <b>DEBT SERVICE ADMINISTRATION</b>         |                             |                        |                        |  |
| 33 DISSEMINATION AGENT                        | 1,000                       | 1,000                  | 1,000                  | -                                      |
| 34 TRUSTEE FEES                               | 10,500                      | 9,790                  | 2,790                  | 7,000                                  |
| 35 TRUST FUND ACCOUNTING                      | 1,500                       | 625                    | 625                    | -                                      |
| 36 ARBITRAGE                                  | 500                         | 500                    | 650                    | (150)                                  |
| 37 ASSESSMENT ADMINISTRATION                  | 5,000                       | 5,000                  | 5,000                  | -                                      |
| 38 <b>TOTAL DEBT SERVICE ADMINISTRATION</b>   | <b>18,500</b>               | <b>16,915</b>          | <b>10,065</b>          | <b>6,850</b>                           |
| 39  |                             |                        |                        |  |
| 40 <b>UTILITIES</b>                           |                             |                        |                        |  |
| 41 ELECTRICITY-IRRIGATION                     | 2,928                       | 1,220                  | 737                    | 483                                    |
| 42 <b>TOTAL UTILITIES</b>                     | <b>2,928</b>                | <b>1,220</b>           | <b>737</b>             | <b>483</b>                             |
| 43  |                             |                        |                        |  |
| 44 <b>FIELD OPERATIONS</b>                    |                             |                        |                        |  |
| 45 IRRIGATION MAINTENANCE & REPAIRS           | 10,000                      | 4,167                  | 17,739                 | (13,572)                               |
| 46 POND MONITORING & MAINTENANCE              | 17,700                      | 6,005                  | 5,585                  | 420                                    |
| 47 POND PLANTINGS                             | 25,613                      | -                      | -                      | -                                      |
| 48 WETLAND MONITORING                         | 7,120                       | 5,220                  | 1,780                  | 3,440                                  |
| 49 LANDSCAPE MAINTENANCE                      | 77,807                      | 32,420                 | 53,750                 | (21,330)                               |
| 50 LANDSCAPE REPLENISHMENT                    | 50,000                      | 20,833                 | -                      | 20,833                                 |
| 51 PALM TREE TRIMMING                         | 11,320                      | 4,717                  | 5,597                  | (880)                                  |
| 52 STREETLIGHTS                               | 2,000                       | 833                    | -                      | 833                                    |
| 53 MISCELLANEOUS FIELD EXPENSES               | 20,000                      | 8,333                  | 8,728                  | (394)                                  |
| 54 RESERVE CAPITAL - PAINT PERIMETER WALL     | 12,165                      | -                      | -                      | -                                      |
| 55 <b>TOTAL FIELD OPERATIONS</b>              | <b>233,725</b>              | <b>82,528</b>          | <b>93,178</b>          | <b>(10,650)</b>                        |
| 56  |                             |                        |                        |  |
| 57 <b>TOTAL EXPENDITURES BEFORE RESERVES</b>  | <b>338,597</b>              | <b>138,012</b>         | <b>139,461</b>         | <b>(1,450)</b>                         |
| 58  |                             |                        |                        |  |

**Hawk's Point  
General Fund  
Statement of Revenues, Expenditures, and Changes in Fund Balance  
For the period from October 1, 2018 through February 28, 2019  
Preliminary**

|   | FY2019<br>ADOPTED<br>BUDGET                            | BUDGET<br>YEAR-TO-DATE | ACTUAL<br>YEAR-TO-DATE | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) |
|---|--|------------------------|------------------------|--|
| 59 INCREASE FOR RESERVES                              | 22,500   | -                      | -                      | -                                      |
| 60 INCREASE IN FUND BALANCE                           | -  | -                      | -                      | -                                      |
| 61  |  |                        |                        |  |
| 62  |  |                        |                        |  |
| 63 <b>TOTAL EXPENDITURES AFTER RESERVE</b>            | <b>361,097</b>   | <b>138,012</b>         | <b>139,461</b>         | <b>(1,450)</b>                         |
| 64  |  |                        |                        |  |
| 65 <b>EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b> | -  | <b>141,134</b>         | <b>206,872</b>         | <b>65,738</b>                          |
| 66  |  |                        |                        |  |
| 67 FUND BALANCE - BEGINNING                           | 184,427  | 184,427                | 215,596                | 215,596                                |
| 68 DECREASE IN FUND BALANCE                           | (12,165)   | -                      | -                      | -                                      |
| 69 INCREASE IN RESERVE                                | 22,500   | -                      | -                      | -                                      |
| 70 <b>FUND BALANCE - ENDING</b>                       | <b>\$ 194,762</b>                                      | <b>\$ 325,561</b>      | <b>\$ 422,468</b>      | <b>\$ 281,334</b>                      |
| 71  |  |                        |                        |  |
| 72  | <b>Reserve Expenditure Components</b>                  |                        |                        |  |
| 73  | FY 2018/FY 2019 - Irrigation System, Grounding, Phased |                        |                        |  |
|   | \$   | 7,680                  |                        |  |
| 74  | FY 2018 - Perimeter Wall, Paint Applications           |                        |                        |  |
|   | \$   | 12,165                 |                        |  |
| 75  | FY 2019 - Reserve Study Update                         |                        |                        |  |
|   | \$   | 1,100                  |                        |  |
| 76 <b>Total Replacement Expenses for Reserves</b>     | <b>\$</b>  | <b>13,265</b>          |                        |  |

**Hawks Point CDD**  
**Debt Service - Series 2017**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For the period from October 1, 2018 through February 28, 2019**

|   | FY 2019<br>ADOPTED<br>BUDGET | BUDGET<br>YEAR-TO-DATE | ACTUAL<br>YEAR-TO-DATE | VARIANCE<br>FAVORABLE<br>(UNFAVORABLE) |
|---|------------------------------|------------------------|------------------------|--|
| <b>1 REVENUE</b>                                      |                              |                        |                        |  |
| 2 ASSESSMENTS - ON-ROLL (Gross)                       | \$ 561,051                   | \$ 421,910             | \$ 519,893             | \$ 97,983                              |
| 3 ASSESSMENTS - ON-ROLL EXCESS FEES                   | -                            | -                      | -                      | -                                      |
| 4 FUND BALANCE FORWARD                                | -                            | -                      | -                      | -                                      |
| 5 INTEREST - INVESTMENT                               | -                            | -                      | 3,080                  | 3,080                                  |
| 6 DISCOUNT  | (22,442)                     | -                      | -                      | -                                      |
| <b>7 TOTAL REVENUE</b>                                | <b>538,609</b>               | <b>421,910</b>         | <b>522,973</b>         | <b>101,063</b>                         |
| 8   |                              |                        |                        |  |
| 9   |                              |                        |                        |  |
| <b>10 EXPENDITURES</b>                                |                              |                        |                        |  |
| 11  |                              |                        |                        |  |
| 12 COUNTY ASSESSMENT COLLECTION FEES                  | 11,221                       | -                      | -                      | -                                      |
| 13 INTEREST EXPENSE (Nov 2018)                        | -                            | -                      | 148,226                | (148,226)                              |
| 14 INTEREST EXPENSE (May & Nov 2019)                  | 292,463                      | -                      | -                      | -                                      |
| 15 PRINCIPAL EXPENSE - MAY 1, 2019                    | 225,000                      | -                      | -                      | -                                      |
| 16 FUND BALANCE INCREASE                              | 9,925                        | -                      | -                      | -                                      |
| <b>17 TOTAL EXPENDITURES</b>                          | <b>538,609</b>               | <b>-</b>               | <b>148,226</b>         | <b>(148,226)</b>                       |
| 18  |                              |                        |                        |  |
| <b>19 EXCESS OF REVENUE OVER (UNDER) EXPENDITURES</b> | <b>-</b>                     | <b>421,910</b>         | <b>374,747</b>         | <b>(47,163)</b>                        |
| 20  |                              |                        |                        |  |
| <b>21 OTHER FINANCING SOURCES (USES)</b>              |                              |                        |                        |  |
| 22 TRANSFER IN  | -                            | -                      | -                      | -                                      |
| 23 TRANSFER OUT (USES)                                | -                            | -                      | -                      | -                                      |
| <b>24 TOTAL OTHER FINANCING SOURCES (USES)</b>        | <b>-</b>                     | <b>-</b>               | <b>-</b>               | <b>-</b>                               |
| 25  |                              |                        |                        |  |
| 26 NET CHANGE IN FUND BALANCE                         | -                            | 421,910                | 374,747                | (47,163)                               |
| 27  |                              |                        |                        |  |
| 28 FUND BALANCE - BEGINNING                           | -                            | -                      | 443,386                | 443,386                                |
| 29 FUND BALANCE APPROPRIATED                          | -                            | -                      | -                      | -                                      |
| 30  |                              |                        |                        |  |
| <b>31 FUND BALANCE - ENDING</b>                       | <b>\$ -</b>                  | <b>\$ 421,910</b>      | <b>\$ 818,133</b>      | <b>\$ 396,223</b>                      |

**Hawks Point CDD**  
**Bank Reconciliation (GF)**  
**February 28, 2019**

|                                  | <u><b>Bank United</b></u>         |
|----------------------------------|-----------------------------------|
| Balance Per Bank Statement       | \$ 50,909.99                      |
| Plus: Deposits in Transit        | -                                 |
| Less: Outstanding Checks         | (5,511.80)                        |
| <b>Adjusted Bank Balance</b>     | <u><u><b>\$ 45,398.19</b></u></u> |
| <br>                             |                                   |
| Beginning Bank Balance Per Books | \$ 17,441.06                      |
| Cash Receipts                    | 50,154.94                         |
| Cash Disbursements               | (22,197.81)                       |
| <b>Balance Per Books</b>         | <u><u><b>\$ 45,398.19</b></u></u> |



**HAWKS POINT CDD  
CASH REGISTER  
FY 2019**

| Date                           | Num          | Name                                      | Memo  | Receipts          | Disbursements     | Balance           |
|--------------------------------|--------------|---|---|-------------------|-------------------|-------------------|
| <b>Bank United EOY Balance</b> |              |   |   |                   |                   |                   |
| 10/01/2018                     | 1041         | DPFG MANAGEMENT & CONSULTING, LLC         | CDD Mgmt - October  |                   | 3,858.33          | 139,698.44        |
| 10/01/2018                     | 1048         | DPFG MANAGEMENT & CONSULTING, LLC         | Dissemination   |                   | 1,000.00          | 138,698.44        |
| 10/01/2018                     | 1049         | TAMPA BAY TIMES                           | Legal Ad  |                   | 376.00            | 138,322.44        |
| 10/01/2018                     | 1050         | DPFG MANAGEMENT & CONSULTING, LLC         | Special Assessment - FY 2019  |                   | 5,000.00          | 133,322.44        |
| 10/09/2018                     | 1042         | STANTEC CONSULTING SERVICES, INC.         | Pond 21 Vegetation Treatment  |                   | 5,500.00          | 127,822.44        |
| 10/09/2018                     | 1043         | Venturesin.com, Inc.                      | Web Site Hosting - September  |                   | 80.00             | 127,742.44        |
| 10/09/2018                     | 1044         | TAMPA ELECTRIC                            | 7/31-8/29 - Electricity   |                   | 175.43            | 127,567.01        |
| 10/09/2018                     | 1045         | Site Masters of Florida, LLC              | Drainage  |                   | 2,800.00          | 124,767.01        |
| 10/09/2018                     | 1046         | STANTEC CONSULTING SERVICES, INC.         | Lake & Pond Maint - August  |                   | 1,370.00          | 123,397.01        |
| 10/09/2018                     | 1047         | Venturesin.com, Inc.                      | Web Site Hosting - October  |                   | 80.00             | 123,317.01        |
| 10/09/2018                     | ACH10092018  | TAMPA ELECTRIC                            | 7/31-8/29 - 1416 Little Hawk Dr   |                   | 58.80             | 123,258.21        |
| 10/09/2018                     | ACH20181009  | TAMPA ELECTRIC                            | 7/31-8/29 - 2160 Golden Falcon Dr   |                   | 116.63            | 123,141.58        |
| 10/18/2018                     | 1051         | Cornerstone Solutions Group               | Larkspur Monument Repair (Hold for Approval)                                      |                   | 1,575.00          | 121,566.58        |
| 10/18/2018                     | 1052         | STANTEC CONSULTING SERVICES, INC.         | Lake & Pond Maint - September   |                   | 1,370.00          | 120,196.58        |
| 10/18/2018                     | 1053         | TAMPA ELECTRIC                            | 8/30-9/28 - Electricity   |                   | 181.18            | 120,015.40        |
| 10/26/2018                     | 1003DD       | ANDREW HERON                              | BOS Mtg - 10/16/18  |                   | 184.70            | 119,830.70        |
| 10/26/2018                     | 1003ZDD      | KAREN O'BRIEN                             | BOS Mtg - 10/16/18  |                   | 184.70            | 119,646.00        |
| 10/26/2018                     | 10028DD      | MARIE CHANTAL COPELAND                    | BOS Mtg - 10/16/18  |                   | 184.70            | 119,461.30        |
| 10/26/2018                     | ACH201810022 | Paychex                                   | P/R Fee   |                   | 68.21             | 119,393.09        |
| 10/26/2018                     | 10031DD      | SHERRI KEENE                              | BOS Mtg - 10/16/18  |                   | 184.70            | 119,208.39        |
| 10/26/2018                     | 10029DD      | WILLIAM J HATHAWAY                        | BOS Mtg - 10/16/18  |                   | 184.70            | 119,023.69        |
| 10/26/2018                     | ACH10262018  | Paychex                                   | BOS Mtg - 10/16/18  |                   | 153.00            | 118,870.69        |
| 10/31/2018                     |              | BANK UNITED                               | Interest  | 16.82             |                   | 118,887.51        |
| <b>Bank United EOM Balance</b> |              |   |   | <b>16.82</b>      | <b>24,686.08</b>  | <b>118,887.51</b> |
| 11/01/2018                     | 1054         | DPFG MANAGEMENT & CONSULTING, LLC         | CDD Mgmt - November   |                   | 3,858.33          | 115,029.18        |
| 11/02/2018                     | 1055         | Egis Insurance & Risk Advisors            | VOID  |                   | 0.00              | 115,029.18        |
| 11/02/2018                     | 1056         | FLORIDA DEPT OF ECONOMIC OPPORTUNIT       | Annual Filing FY 2019   |                   | 175.00            | 114,854.18        |
| 11/20/2018                     | 1057         | Landscape Maintenance Professionals, Inc. | Landscape Maint - Sep-Nov, Irrigation Repairs                                     |                   | 33,441.25         | 81,412.93         |
| 11/20/2018                     | 1058         | STANTEC CONSULTING SERVICES, INC.         | Lake & Pond Maint - October, Engineering Svcs thru 10/19/18                       |                   | 1,535.00          | 79,877.93         |
| 11/20/2018                     | 1059         | STRALEY ROBIN VERICKER                    | Legal Svcs thru 10/1/18   |                   | 270.76            | 79,607.17         |
| 11/26/2018                     | ACH11262018  | TAMPA ELECTRIC                            | 9/29-10/29 - 2160 Golden Falcon Dr  |                   | 6.93              | 79,600.24         |
| 11/26/2018                     | ACH112618    | Paychex                                   | P/R Fee   |                   | 58.21             | 79,542.03         |
| 11/27/2018                     | 1060         | STRALEY ROBIN VERICKER                    | Legal Svcs thru 9/15/18   |                   | 155.00            | 79,387.03         |
| 11/27/2018                     | 1061         | YELLOWSTONE LANDSCAPE                     | Landscape Maint - Aug, Tree Trim/Flush, Irr Conversion, Install Valve Along Fence |                   | 19,135.68         | 60,251.35         |
| 11/30/2018                     | 10035        | ANDREW HERON                              | BOS Mtg - 11/20/18  |                   | 184.70            | 60,066.65         |
| 11/30/2018                     | 10037        | KAREN O'BRIEN                             | BOS Mtg - 11/20/18  |                   | 184.70            | 59,881.95         |
| 11/30/2018                     | 10033        | MARIE CHANTAL COPELAND                    | BOS Mtg - 11/20/18  |                   | 184.70            | 59,697.25         |
| 11/30/2018                     | ACH113018    | Paychex                                   | BOS Mtg - 11/20/18  |                   | 153.00            | 59,544.25         |
| 11/30/2018                     | 10036        | SHERRI KEENE                              | BOS Mtg - 11/20/18  |                   | 184.70            | 59,359.55         |
| 11/30/2018                     | 10034DD      | WILLIAM J HATHAWAY                        | BOS Mtg - 11/20/18  |                   | 184.70            | 59,174.85         |
| 11/30/2018                     | 1062         | Egis Insurance & Risk Advisors            | Ins - FY 2019   |                   | 5,500.00          | 53,674.85         |
| 11/30/2018                     |              | Bank United                               | Interest  | 13.61             |                   | 53,688.46         |
| <b>Bank United EOM Balance</b> |              |   |   | <b>13.61</b>      | <b>65,212.66</b>  | <b>53,688.46</b>  |
| 12/04/2018                     | 1063         | DPFG MANAGEMENT & CONSULTING, LLC         | CDD Mgmt - December   |                   | 3,858.33          | 49,830.13         |
| 12/04/2018                     | 1064         | Landscape Maintenance Professionals, Inc. | Landscape Maint - December & Irrigation Repairs                                   |                   | 19,870.31         | 29,959.82         |
| 12/04/2018                     | 1065         | LLS Tax Solutions Inc.                    | Arbitrage Service Series 2017A-1, A-2   |                   | 650.00            | 29,309.82         |
| 12/06/2018                     | 1066         | HAWKS POINT CDD                           | Tax Collection Distribution c/o Wells Fargo                                       |                   | 19,431.47         | 9,878.35          |
| 12/23/2018                     | 1067         | Stratelite Dmg Solutions                  | Pump installation Svc. Service call - 12/4/18                                     |                   | 3,864.32          | 6,014.03          |
| 12/23/2018                     | 1068         | STRALEY ROBIN VERICKER                    | Legal Svcs thru 12/15/18  |                   | 1,000.00          | 5,014.03          |
| 12/26/2018                     | ACH122618    | TAMPA ELECTRIC                            | 10/30-11/28 - 2160 Golden Falcon Dr   |                   | 121.37            | 4,892.66          |
| 12/26/2018                     | ACH122618    | TAMPA ELECTRIC                            | 10/30-11/28 - 1416 Little Hawk Dr   |                   | 36.16             | 4,856.50          |
| 12/27/2018                     |              | Bank United                               | Funds Transfer  | 50,000.00         |                   | 54,856.50         |
| 12/28/2018                     | 1069         | DPFG MANAGEMENT & CONSULTING, LLC         | CDD Mgmt - January  |                   | 3,858.33          | 50,998.17         |
| 12/28/2018                     | ACH122818.1  | Paychex                                   | P/R Fee   |                   | 118.21            | 50,879.96         |
| 12/28/2018                     | ACH122818.2  | Paychex                                   | BOS Mtg - 12/18/18  |                   | 153.00            | 50,726.96         |
| 12/28/2018                     | 10040        | ANDREW HERON                              | BOS Mtg - 12/18/18  |                   | 184.70            | 50,542.26         |
| 12/28/2018                     | 10042        | KAREN O'BRIEN                             | BOS Mtg - 12/18/18  |                   | 184.70            | 50,357.56         |
| 12/28/2018                     | 10039        | MARIE CHANTAL COPELAND                    | BOS Mtg - 12/18/18  |                   | 184.70            | 50,172.86         |
| 12/28/2018                     | 10041        | SHERRI KEENE                              | BOS Mtg - 12/18/18  |                   | 184.70            | 49,988.16         |
| 12/28/2018                     | 10039        | WILLIAM J HATHAWAY                        | BOS Mtg - 12/18/18  |                   | 184.70            | 49,803.46         |
| 12/31/2018                     |              | Bank United                               | Service Charge  |                   | 2.70              | 49,800.76         |
| 12/31/2018                     |              | Bank United                               | Interest  | 4.60              |                   | 49,805.36         |
| <b>Bank United EOM Balance</b> |              |   |   | <b>50,004.60</b>  | <b>53,887.70</b>  | <b>49,805.36</b>  |
| 01/02/2019                     | 1070         | STANTEC CONSULTING SERVICES, INC.         | Lake & Pond Maint - November  |                   | 1,370.00          | 48,435.36         |
| 01/02/2019                     | 1071         | STRALEY ROBIN VERICKER                    | Legal Svcs thru 11/15/18  |                   | 1,080.00          | 47,355.36         |
| 01/07/2019                     | 1072         | Venturesin.com, Inc.                      | Web Site Hosting - Nov-Dec  |                   | 160.00            | 47,195.36         |
| 01/08/2019                     | 1073         | Landscape Maintenance Professionals, Inc. | Landscape Maint - January   |                   | 10,750.00         | 36,445.36         |
| 01/08/2019                     | 1074         | Venturesin.com, Inc.                      | Web Site Hosting - January  |                   | 80.00             | 36,365.36         |
| 01/08/2019                     |              | Bank United                               | Funds Transfer  | 494,000.00        |                   | 50,365.36         |
| 01/08/2019                     | 1075         | HAWKS POINT CDD                           | Tax Collection Distribution c/o Wells Fargo                                       |                   | 36,724.79         | 36,724.79         |
| 01/09/2019                     | 1076         | Landscape Maintenance Professionals, Inc. | Irrigation Repairs  |                   | 11,798.78         | 24,926.01         |
| 01/09/2019                     | 1077         | Landscape Maintenance Professionals, Inc. | Irrigation Repairs  |                   | 11,798.78         | 13,127.23         |
| 01/21/2019                     | ACH012119    | Paychex                                   | P/R Fee   |                   | 131.71            | 24,794.30         |
| 01/22/2019                     | 1077         | Landscape Maintenance Professionals, Inc. | Landscape Maintenance   |                   | 363.59            | 24,430.71         |
| 01/22/2019                     | 1078         | STANTEC CONSULTING SERVICES, INC.         | Engineering Svcs thru 12/28/18, Lake & Pond Maint - December                      |                   | 4,447.50          | 19,983.21         |
| 01/25/2019                     | ACH012519.1  | TAMPA ELECTRIC                            | 11/29-12/28 - 2160 Golden Falcon Dr   |                   | 105.21            | 19,878.00         |
| 01/25/2019                     | ACH012519    | TAMPA ELECTRIC                            | 11/29-12/31 - 1416 Little Hawk Dr   |                   | 72.07             | 19,805.93         |
| 01/25/2019                     | ACH012519    | Paychex                                   | BOS Mtg - 1/15/19   |                   | 153.00            | 19,652.93         |
| 01/25/2019                     | 10045        | ANDREW HERON                              | BOS Mtg - 1/25/19   |                   | 184.70            | 19,468.23         |
| 01/25/2019                     | 10047        | KAREN O'BRIEN                             | BOS Mtg - 1/25/19   |                   | 184.70            | 19,283.53         |
| 01/25/2019                     | 10043        | MARIE CHANTAL COPELAND                    | BOS Mtg - 1/25/19   |                   | 184.70            | 19,098.83         |
| 01/25/2019                     | 10046        | SHERRI KEENE                              | BOS Mtg - 1/25/19   |                   | 184.70            | 18,914.13         |
| 01/25/2019                     | 10044        | WILLIAM J HATHAWAY                        | BOS Mtg - 1/25/19   |                   | 184.70            | 18,729.43         |
| 01/29/2019                     | 1080         | STRALEY ROBIN VERICKER                    | Legal Svcs thru 1/15/19   |                   | 1,305.00          | 17,424.43         |
| 01/31/2019                     |              | Bank United                               | Service Charge  |                   | 15.55             | 17,408.88         |
| 01/31/2019                     |              | Bank United                               | Interest  | 32.15             |                   | 17,441.06         |
| <b>Bank United EOM Balance</b> |              |   |   | <b>494,032.18</b> | <b>526,396.48</b> | <b>17,441.06</b>  |

**HAWKS POINT CDD  
CASH REGISTER  
FY 2019**

| Date                           | Num         | Name                                      | Memo  | Receipts         | Disbursements    | Balance          |
|--------------------------------|-------------|---|---|------------------|------------------|------------------|
| 02/01/2019                     | 1081        | DPFG MANAGEMENT & CONSULTING, LLC         | CDD Mgmt - February                             |                  | 3,858.33         | 13,582.73        |
| 02/01/2019                     | 1082        | HAWKS POINT CDD                           | Tax Collection Distribution c/o Wells Fargo     |                  | 5,511.80         | 8,070.93         |
| 02/01/2019                     | 1084        | Venturesin.com, Inc.                      | Web Site Hosting - February                     |                  | 80.00            | 7,990.93         |
| 02/08/2019                     |             | Bank United                               | Funds Transfer                                  | 50,000.00        |                  | 57,990.93        |
| 02/11/2019                     |             | Paychex                                   | Refund over overpmt                             | 149.30           |                  | 58,140.23        |
| 02/13/2019                     | 1085        | Landscape Maintenance Professionals, Inc. | Landscape Maint - February & Irrigation Repairs |                  | 11,809.56        | 46,330.67        |
| 02/25/2019                     | ACH022519.1 | TAMPA ELECTRIC                            | 01/01-01/30 - 1416 Little Hawk Dr               |                  | 75.02            | 46,255.65        |
| 02/25/2019                     | ACH022519.2 | TAMPA ELECTRIC                            | 12/29-1/30 - 2160 Golden Falcon Dr              |                  | 122.30           | 46,133.35        |
| 02/28/2019                     | 10049       | ANDREW HERON                              | BOS Mtg - 2/19/19                               |                  | 184.70           | 45,948.65        |
| 02/28/2019                     | 10051       | KAREN O'BRIEN                             | BOS Mtg - 2/19/19                               |                  | 184.70           | 45,763.95        |
| 02/28/2019                     | 10048       | MARIE CHANTAL COPELAND                    | BOS Mtg - 2/19/19                               |                  | 184.70           | 45,579.25        |
| 02/28/2019                     | 10052       | WILLIAM J HATHAWAY                        | BOS Mtg - 2/19/19                               |                  | 184.70           | 45,394.55        |
| 02/28/2019                     |             | Bank United                               | Service Charge                                  |                  | 2.00             | 45,392.55        |
| 02/28/2019                     |             | Bank United                               | Interest  | 5.64             |                  | 45,398.19        |
| <b>Bank United EOM Balance</b> |             |   |   | <b>50,154.94</b> | <b>22,197.81</b> | <b>45,398.19</b> |

**EXHIBIT 5.**

## Payroll Service Agreement

This Payroll Service Agreement (this “**Agreement**”) is entered into as of April \_\_, 2019, between the **Hawk’s Point Community Development District**, whose mailing address is c/o DPF, 15310 Amberly Drive, Suite 175, Tampa, Florida 33647 (the “**District**”) and **Innovative Employer Solutions Inc.**, a Florida for profit corporation, whose mailing address is 635 93<sup>rd</sup> Avenue North, Saint Petersburg, Florida 33702 (the “**Contractor**”).

### Background Information

The District has employees, and may hire additional employees from time to time, to assist with the District’s operation and maintenance services. The Contractor provides payroll services and the District desires to retain the Contractor to provide payroll services as described in this Agreement. The District employees are not to be considered employees of the Contractor or covered by Contractor’s workers' compensation.

### Operative Provisions

1. **Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated by reference as a material part of this Agreement.
2. **Term of this Agreement.** The initial term of this Agreement shall be for one year from the date of this Agreement. At the end of the initial term, the Agreement shall automatically renew for the same term and contract provisions as the initial term, until terminated by either party pursuant to the termination provision below.
3. **Termination.** Either party may terminate this Agreement without cause with thirty (30) days written notice to the other party. Upon termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.
4. **District Responsibilities.** The District is responsible for hiring and overseeing the District employees, retaining insurance, including workers compensation insurance, for the District employees as required by law, any workers' compensation claims, benefit claims (if any benefits are provided), employment discrimination claims, general liability claims, third-party claims, and any and all other obligations or claims pertaining to employment.
5. **Scope of Services.** The Contractor shall perform the specific payroll services described below:
  - a) Based on information supplied by the District, the Contractor shall prepare and distribute payroll checks to the District’s employees, make the appropriate payroll deductions and collection of taxes, file the appropriate reports and make payment to proper governmental authorities for federal, state, and local income taxes, Social Security tax, federal and state unemployment insurance taxes and any other federal or state tax.
  - b) Contractor shall maintain necessary records and comply with reporting procedures and will report and file such taxes utilizing client’s tax identification numbers.
6. **Compensation.** The District agrees to compensate the Contractor pursuant to the service fees and other fees as specified on **Exhibit A** hereto titled "Fee Schedule." All funds due to Contractor are payable prior to Contractor’s issuance of payroll checks each pay period and shall be paid to

Contractor following the end of each pay period, no later than 2 business days prior to the date paychecks are to be distributed to assigned employees.

7. **Relationship Between the Parties.** It is understood that the Contractor is an independent contractor and shall perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement shall be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor shall not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District.
8. **Compliance with Laws.** The Contractor shall comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder.
9. **Insurance.** The Contractor shall carry commercial general liability insurance of no less than \$1,000,000. The Contractor shall deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement and naming the District as “Additional Insured” under such policy. Such insurance policy may not be canceled without a thirty-day written notice to the District.
10. **Indemnification.**
  - a) Contractor agrees to indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence of the Contractor, including litigation or any appellate proceedings with respect thereto.
  - b) To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless, and/or willful misconduct of the Contractor, the District agrees to indemnify, defend and hold the Contractor and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising as a result of the negligence of the District, including litigation or any appellate proceedings with respect thereto.
  - c) Contractor agrees that nothing herein shall constitute or be construed as a waiver of the Districts limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.
  - d) The indemnifications provided under this section are and shall be deemed to be contractual in nature and shall survive the termination or expiration of this Agreement.
11. **Public Records.** As required under Section 119.0701, Florida Statutes, Contractor shall (a) keep and maintain public records that ordinarily and necessarily would be required by the District in order to perform the service, (b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 374-9105, OR BY EMAIL AT [RAYMOND.LOTITO@DPFG.COM](mailto:RAYMOND.LOTITO@DPFG.COM), OR BY REGULAR MAIL AT 15310 Amberly Drive, Suite 175, Tampa, Florida 33647.**

**12. Public Entity Crimes.** Pursuant to Section 287.133(3)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

Contractor represents that in entering into this Agreement, the Contractor has not been placed on the convicted vendor list within the last 36 months and, in the event that the Contractor is placed on the convicted vendor list, the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**13. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

**14. Controlling Law.** This Agreement shall be governed under the laws of the State of Florida with venue in the county in which the District is located.

**15. Enforcement of Agreement.** In the event it shall become necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party shall be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party.

**16. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.

**17. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties, which shall not be unreasonably withheld.

18. **Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.
19. **Notices.** Unless specifically stated to the contrary elsewhere in this Agreement, where notice is required to be provided under this Agreement, notice shall be deemed sent upon transmittal of the notice by U.S. Mail to the other party at the addresses listed above and shall be deemed received upon actual receipt by mail.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.
21. **Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement shall supersede and subsume any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement shall control over provisions in any exhibit.

**Hawk's Point  
Community Development District**

\_\_\_\_\_  
Chantal Copeland  
Chair of the Board of Supervisors

**Innovative Employer Solutions, Inc.**

\_\_\_\_\_  
Richard B. Kiracofe  
Title: \_\_\_\_\_

Exhibit A  
Payroll Service Fees

\$49.00 per invoice processed. Delivery fee of \$8.00 for the delivery of payroll to DPF. No delivery fee for payrolls delivered to DPF in groups of two or more.

The New Account Set Up Fee is **waived**.

The New Employee Setup Fee is **waived**.

Client requested Stop payments are \$35.

NSF Client Checks or ACHs are \$35.



**EXHIBIT 6.**

# Jayman Enterprises, LLC

1020 HILL FLOWER DR  
Brooksville, FL 34604

Phone # (813)333-3008      jaymanenterprises@live.com  
www.jaymanenterprises.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 3/5/2019 | 365        |

| Name / Address   |
|--|
| Hawks Point at South Shore<br>1223 Oak Pond St.<br>Ruskin, FL. |

| Project |
|---------|
|         |

| Description   | Qty    | Rate | Total    |
|---|--------|------|----------|
| Pressure wash Interior / exterior portion of concrete wall located to the East of 24th St along 19th Street. Some interior areas may need access to back wall areas.<br><br>Pressure wash just Exterior side showing towards the street \$1200.00 | 16,000 | 0.15 | 2,400.00 |

|                  |              |            |
|------------------|--------------|------------|
| Client Signature | <b>Total</b> | \$2,400.00 |
|------------------|--------------|------------|

**EXHIBIT 7.**

# Jayman Enterprises, LLC

1020 HILL FLOWER DR  
Brooksville, FL 34604

Phone # (813)333-3008      jaymanenterprises@live.com  
www.jaymanenterprises.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 3/5/2019 | 366        |

| Name / Address   |
|--|
| Hawks Point at South Shore<br>1223 Oak Pond St.<br>Ruskin, Fl. |

| Project |
|---------|
|         |

| Description  | Qty | Rate   | Total    |
|--|-----|--------|----------|
| Paint entrance subdivision signs and pillars. They are located at the entrances on Lakespur, 2 at Meadow Glade Drive, Redmond Brook, 11th Ave and Beech Grove, Hawks Point Court, and Hawks Island Dr. There are three colors, White, Blue, and Off white. Price includes all labor and materials. | 7   | 400.00 | 2,800.00 |

|                  |              |            |
|------------------|--------------|------------|
| Client Signature | <b>Total</b> | \$2,800.00 |
|------------------|--------------|------------|

**EXHIBIT 8.**

# Jayman Enterprises, LLC

1020 HILL FLOWER DR  
Brooksville, FL 34604

Phone # (813)333-3008      jaymanenterprises@live.com  
www.jaymanenterprises.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 3/5/2019 | 367        |

| Name / Address   |
|--|
| Hawks Point at South Shore<br>1223 Oak Pond St.<br>Ruskin, Fl. |

| Project |
|---------|
|         |

| Description   | Qty    | Rate         | Total       |
|---|--------|--------------|-------------|
| <p>Pressure wash, caulk, prep and repair minor damaged areas along wall perimeter and paint using an ultraviolet resistant paint that will help endure the tough weather climate here in Florida. Price includes all labor and materials and both side of the community all to the East of 24th and along 19th Street. Manufacturer warranty on paint.</p> <p>I would suggest matching the West side paint to the East. It's a little darker and will cover nicely unless going forward the board would like to change the entire color of the perimeter wall. Then I suggest a darker color for durability and because it does not show algae and dirt as much as lighter colors. It will ultimately give a longer life.</p> | 16,000 | 2.10         | 33,600.00   |
| Client Signature  |        | <b>Total</b> | \$33,600.00 |

**EXHIBIT 9.**

# Jayman Enterprises, LLC

1020 HILL FLOWER DR  
Brooksville, FL 34604

Phone # (813)333-3008      jaymanenterprises@live.com  
www.jaymanenterprises.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 3/5/2019 | 439        |

| Name / Address   |
|--|
| Hawks Point at South Shore<br>1223 Oak Pond St.<br>Ruskin, FL. |

| Project |
|---------|
|         |

| Description  | Qty    | Rate | Total    |
|--|--------|------|----------|
| Pressure wash Interior/exterior portion of concrete wall located to the West of 24th St along 19th Street. Some areas may need access to back wall areas.<br><br>Pressure wash Exterior street side only \$3075.00 | 41,000 | 0.15 | 6,150.00 |

|                  |              |            |
|------------------|--------------|------------|
| Client Signature | <b>Total</b> | \$6,150.00 |
|------------------|--------------|------------|



**EXHIBIT 10.**

# Jayman Enterprises, LLC

1020 HILL FLOWER DR  
Brooksville, FL 34604

Phone # (813)333-3008      jaymanenterprises@live.com  
www.jaymanenterprises.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 3/5/2019 | 440        |

| Name / Address   |
|--|
| Hawks Point at South Shore<br>1223 Oak Pond St.<br>Ruskin, FL. |

|  |       |              | Project    |
|--|-------|--------------|------------|
| Description  | Qty   | Rate         | Total      |
| Pressure wash Exterior CDD side of vinyl fencing along 24th street   | 8,500 | 0.15         | 1,275.00   |
| Pressure wash exterior CDD side of vinyl fencing along 11th Ave  | 7,600 | 0.15         | 1,140.00   |
| Pressure wash exterior CDD side of vinyl fencing along 18th Ave  | 7,600 | 0.15         | 1,140.00   |
| Pressure wash exterior CDD side of vinyl fencing from the corner on 24th street to East back end of homes.<br><br>This section is not visible from the road and I would not consider it a high priority. | 7,800 | 0.15         | 1,170.00   |
| Client Signature   |       | <b>Total</b> | \$4,725.00 |

EXHIBIT 11.

# Jayman Enterprises, LLC

1020 HILL FLOWER DR  
Brooksville, FL 34604

Phone # (813)333-3008      jaymanenterprises@live.com  
www.jaymanenterprises.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 3/5/2019 | 441        |

| Name / Address   |
|--|
| Hawks Point at South Shore<br>1223 Oak Pond St.<br>Ruskin, FL. |

| Project |
|---------|
|         |

| Description   | Qty    | Rate | Total     |
|---|--------|------|-----------|
| <p>Pressure wash, caulk, prep areas along wall perimeter and paint using an ultraviolet resistant paint that will help endure the tough weather climate here in Florida. Price includes all labor and materials and both side of the community all to the West of 24th and along 19th Street. Manufacturer warranty on paint. Price is for matching existing paint colors.</p> <p>I think painting the East wall is priority. The West side is not as old and Pressure washing will make it look much better and sustain the life of the current paint.</p> | 41,000 | 1.85 | 75,850.00 |

|                  |              |             |
|------------------|--------------|-------------|
| Client Signature | <b>Total</b> | \$75,850.00 |
|------------------|--------------|-------------|

**EXHIBIT 12.**



Independent Franchise Owner:  
 Terry Beamer  
 9266 Lazy Ln.  
 Tampa, FL, 33614  
 813-936-9242  
 Fax: 813 936-9172  
 1-800-462-3782  
 License #: PA2508

Job #: TB6D9001144  
 Date: 04/02/2019

*Full Workers Compensation Coverage/\$2,000,000 General Liability Insurance*

DPFG Management & Consulting,  
 LLC (Hawks Point)  
 Raymond Lotito (SB)  
 Hawks Point CDD  
 Ruskin\*, FL 33570  
 Phone: 813-418-7473  
 Cell: 813-220-6089  
 Email: raymond.lotito@dpfg.com

Special Notes:  
 Perimeter Wall Facing 19th Ave  
  
 19th St between 18th and 24th  
 19th St between 24th St to 30th  
  
 Please cut back Plants, Shrubs and Trees away from Wall

**GENERAL DESCRIPTION:** Painting to: Wall

**QUESTIONABLE AREAS**

Include

Wall Facing the street only

Exclude

Homeowner Side of Wall

**PREPARATION**

- Washing: To remove dirt, mildew and loose paint so the new finish coat will adhere properly.
- Caulking: To fill all cracks and gaps around windows and doors, wood work to seal out moisture and drafts. Stair step cracks.
- Masonry: Repair to all cracks, gaps and holes with elastomeric caulking or masonry patch as required.

**PRIMING**

|              | Surface Type/Area                           | Primer | Purpose   |
|--------------|---|--------|---|
| Wood:        | Spot prime where bare                       | Alkyd  | To seal bare surface so new paint will bond properly. |
| Metal:       | Spot prime where bare                       | Latex  | to prevent further damage and make new paint stick.   |
| Masonry:     | Loxon sealer/primer                         | Latex  | For proper top coat adhesion                          |
| Conditioner: | Loxon sealer/primer to all masonry surfaces | Latex  | For proper top coat adhesion,                         |

**FINISH COATS**

| Surface Area | Manufacture/Paint Type                  | # Coats  | Color |
|--------------|---|--|-------|
| Exterior     | Sherwin Williams Emerald Exterior Satin | 1 Coat Sealer<br>1 Coat Spray<br>1 Coat Backroll | TBD   |

Clean Up: Daily and upon completion.

|                                     |  |                    |
|-------------------------------------|--|--------------------|
| <b>All Labor, Paint, Materials:</b> |  | <b>\$15,359.00</b> |
| <b>Included</b>                     | <b>Optional Items</b>                  |                    |
|                                     | Option Pressure Wash only<br>18th-24th | \$1479.00          |
|                                     | Option Pressure Wash only<br>24th-30th | \$1179.00          |
| <b>TOTAL</b>                        |  | <b>\$15,359.00</b> |

Signature of Authorized Franchise Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Payment is due: **In Full upon Job Completion**

(I/WE HAVE READ THE TERMS STATED HEREIN, THEY HAVE

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY

EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM.

HAVE SHOWN TO (ME/US) AND (I/WE) FIND THE JOB TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE.

---

*SIGNATURE*

Date

*SIGNATURE*

Date

**EXHIBIT 13.**





Independent Franchise Owner:  
 Terry Beamer  
 9266 Lazy Ln.  
 Tampa, FL, 33614  
 813-936-9242  
 Fax: 813 936-9172  
 1-800-462-3782  
 License #: PA2508

Job #: TB6D9001144  
 Date: 04/02/2019

*Full Workers Compensation Coverage/\$2,000,000 General Liability Insurance*

DPFG Management & Consulting,  
 LLC (Hawks Point)  
 Raymond Lotito (SB)  
 Hawks Point CDD  
 Ruskin\*, FL 33570  
 Phone: 813-418-7473  
 Cell: 813-220-6089  
 Email: raymond.lotito@dpfg.com

Special Notes:  
 Perimeter Wall Facing 19th Ave  
  
 19th St between 18th and 24th  
 19th St between 24th St to 30th  
  
 Please cut back Plants, Shrubs and Trees away from Wall

**GENERAL DESCRIPTION:** Painting to: Wall

**QUESTIONABLE AREAS**

Include

Wall Facing the street only

Exclude

Homeowner Side of Wall

**PREPARATION**

- Washing: To remove dirt, mildew and loose paint so the new finish coat will adhere properly.
- Caulking: To fill all cracks and gaps around windows and doors, wood work to seal out moisture and drafts. Stair step cracks.
- Masonry: Repair to all cracks, gaps and holes with elastomeric caulking or masonry patch as required.

**PRIMING**

|              | Surface Type/Area                           | Primer | Purpose   |
|--------------|---|--------|---|
| Wood:        | Spot prime where bare                       | Alkyd  | To seal bare surface so new paint will bond properly. |
| Metal:       | Spot prime where bare                       | Latex  | to prevent further damage and make new paint stick.   |
| Masonry:     | Loxon sealer/primer                         | Latex  | For proper top coat adhesion                          |
| Conditioner: | Loxon sealer/primer to all masonry surfaces | Latex  | For proper top coat adhesion,                         |

**FINISH COATS**

| Surface Area | Manufacture/Paint Type                  | # Coats  | Color |
|--------------|---|--|-------|
| Exterior     | Sherwin Williams Emerald Exterior Satin | 1 Coat Sealer<br>1 Coat Spray<br>1 Coat Backroll | TBD   |

Clean Up: Daily and upon completion.

|                                     |  |           |                    |
|-------------------------------------|--|-----------|--------------------|
| <b>All Labor, Paint, Materials:</b> |  |           | <b>\$15,359.00</b> |
| <b>Included</b>                     | <b>Optional Items</b>                  |           |                    |
|                                     | Option Pressure Wash only<br>18th-24th | \$1479.00 |                    |
|                                     | Option Pressure Wash only<br>24th-30th | \$1179.00 |                    |
| <b>TOTAL</b>                        |  |           | <b>\$15,359.00</b> |

Signature of Authorized Franchise Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Payment is due: **In Full upon Job Completion**

(I/WE HAVE READ THE TERMS STATED HEREIN, THEY HAVE

(I/WE) HAVE EXAMINED THE JOB STATED HEREIN, THEY

EXPLAINED TO (ME/US) AND (I/WE) FIND THEM TO BE SATISFACTORY, AND HEREBY ACCEPT THEM.

HAVE SHOWN TO (ME/US) AND (I/WE) FIND THE JOB TO BE SATISFACTORY, AND HEREBY ACCEPT THE JOB AS COMPLETE.

---

*SIGNATURE*

Date

*SIGNATURE*

Date

EXHIBIT 14.

# Jayman Enterprises, LLC

1020 HILL FLOWER DR  
Brooksville, FL 34604

Phone # (813)333-3008      jaymanenterprises@live.com  
www.jaymanenterprises.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 4/9/2019 | 463        |

| Name / Address   |
|--|
| Hawks Point at South Shore<br>1223 Oak Pond St.<br>Ruskin, FL. |

|  |     |              | Project    |
|--|-----|--------------|------------|
| Description  | Qty | Rate         | Total      |
| Pressure wash exterior portion of concrete wall located to the East of 24th St along 19th Street.                          |     | 1,200.00     | 1,200.00   |
| Pressure wash exterior portion of concrete wall located to the West of 24th St Along 19th Street to the corner of 18th St. |     | 3,075.00     | 3,075.00   |
| Client Signature   |     | <b>Total</b> | \$4,275.00 |

**EXHIBIT 15.**

# Jayman Enterprises, LLC

1020 HILL FLOWER DR  
Brooksville, FL 34604

Phone # (813)333-3008      jaymanenterprises@live.com  
www.jaymanenterprises.com

# Estimate

| Date     | Estimate # |
|----------|------------|
| 4/9/2019 | 463        |

| Name / Address   |
|--|
| Hawks Point at South Shore<br>1223 Oak Pond St.<br>Ruskin, FL. |

|  |     |              | Project    |
|--|-----|--------------|------------|
| Description  | Qty | Rate         | Total      |
| Pressure wash exterior portion of concrete wall located to the East of 24th St along 19th Street.                          |     | 1,200.00     | 1,200.00   |
| Pressure wash exterior portion of concrete wall located to the West of 24th St Along 19th Street to the corner of 18th St. |     | 3,075.00     | 3,075.00   |
| Client Signature   |     | <b>Total</b> | \$4,275.00 |